General Purchasing Conditions of
Helmholtz-Zentrum Geesthacht Zentrum für Material- und Küstenforschung GmbH
As at 30 Juli 2020

1. General information

Unless otherwise agreed in writing between Helmholtz-Zentrum Geesthacht Zentrum für Material- und Küstenforschung GmbH ("client") and the contractor, these General Purchasing Conditions apply to all deliveries and services commissioned by the client. By submitting an offer, by confirming an order, and by accepting or executing an order, the contractor accepts these General Purchasing Conditions. All other general terms and conditions of the contractor only apply if and insofar as these have been expressly accepted in writing. This also applies if the contractor refers to its general terms and conditions; in this case, an objection by the client is not required. In all documents, including invoices, the order number, logo, and date of the client must be specified in the order. The delivery location is given on the contract and the delivery data in an automated procedure (in accordance with § 33 BDSG (German Federal Data Protection Act)).

2. Offer, order, order confirmation

The offer is to be submitted to the client free of charge and without obligation. The contractor must adhere to the request or tender pertaining to quantity, quality, and design, and, in the event of a deviation, expressly point this out to the client. The contractor is generally bound to its offer for 30 days, unless a longer period has been agreed. The order must be in writing to be binding. Verbal agreements are only valid if the client confirms them in writing. Orders must be confirmed immediately in writing by the contractor. If the contractor does not accept the order in writing within 10 working days of receipt, the client is entitled to cancel the order.

3. Prices

The agreed prices are fixed prices, not including statutory VAT, and the items are to be delivered free from payment and on consignment. The offer is to be submitted to the client free of charge and without obligation. The contractor will oblige its suppliers and subcontractors in writing to ensure that the inspection during factory inspections, and to carry out tests. The cost of the tests arranged by the client are borne by the contractor. The contractor is entitled to withhold payment in full or in part until the delivery or service has been rendered properly or until all payments have been made in advance or in installments. If an installment payment has been expressly agreed between the client and the contractor, which deviates from these General Purchasing Conditions, payments will only be made against an unlimited down payment guarantee, which is acceptable for the client, in the amount of one installment plus statutory VAT.

4. Execution of the contract, compliance with provisions

The contractor undertakes to comply with the relevant statutory and official provisions and regulations when executing the contract. The delivery or service must comply with all regulations pertaining to safety, occupational safety, accident prevention, the relevant standards, DIN, VDE, and other regulations, as well as technical regulations, among others, GPSG, VDE, TR, and AD regulations. Furthermore, the delivered machines and/or safety components, pressure equipment in the sense of the PED, or electronic and electrical equipment must have the CE conformity marking (CE marking), the declaration of conformity, as well as having an operational manual and other mandatory markings. Protective measures and conformity markings required in accordance to the regulations must be taken into account when calculating the costs, and are included in the scope of delivery, even if they are not specified separately in orders, inquiries, or tenders from the client. If the contractor has reservations about the type of execution desired by the client, the contractor must immediately notify the client thereof in writing. All documents required for acceptance, operation, maintenance, and repairs (plans, test reports, factory certification, drawings, operating instructions, etc.) must be supplied by the contractor free of charge and, if necessary, in a form that can be reproduced. If the contractor commissions a subcontractor, this requires the written consent of the client.

5. Delivery periods, delay

The agreed delivery periods are decisive for the adherence to the delivery date or the delivery period is the receipt of flawless goods at the point of receipt or use, specified by the client. If the agreed delivery periods are not met for reasons for which the contractor is responsible and must be rescheduled, the total costs of the repeat inspection will be borne by the contractor. The contractor will inform its suppliers and subcontractors in writing so that the inspection rights stipulated in this section are also exercised by them. The inspections do not release the contractor from its liability for material defects and general liability.

6. Rights of information and inspection

The client and its commissioned agents are entitled to get information from the contractor about the contractual execution of the delivery during the contractor’s operating hours, to partake in factory inspections, and to carry out tests. The cost of the tests arranged by the client are borne by the client, insofar as the personnel or materials used to carry out the tests are provided by the contractor. If the agreed inspection fails for reasons for which the contractor is responsible and must be rescheduled, the total costs of the repeat inspection will be borne by the contractor. The contractor will inform its suppliers and subcontractors in writing so that the inspection rights stipulated in this section are also exercised by them. The inspections do not release the contractor from its liability for material defects and general liability.

7. Contract amendment

The client may request changes to the delivery item or the service even after the contract has been concluded, insofar as this is reasonable for the contractor. Amendments which affect the prices, delivery times, or other conditions must be made in writing in accordance with Section 2 of these General Purchasing Conditions.

8. Dispatch and customs

A notice of dispatch must be sent to the client in good time before the delivery items are dispatched. A delivery note must be enclosed with the delivery. For deliveries abroad which entail customs, the contractor must contact the client in good time with regard to customs and support processing. The contractor specifies the following in the order:

- Customs tariff number
- EECN US number
- COO (Country of Origin) - country of commercial policy

9. Acceptance

Invoices are essentially to be submitted to HZG, as the Principal, in digital form. Invoices must be submitted in a single copy and must meet statutory requirements. Unless otherwise agreed, payments are made either within 14 days with a 2% discount or net after 30 days. If the service was tendered on the basis of the VOL/A, the VOL/B will also apply. Besides that, the BGB also applies.
19. Final provisions
Should individual provisions of the contract or these General Purchasing Conditions be ineffective, the contract as such and the remaining General Purchasing Conditions are still effective. This does not apply if adhering to the contract or the general terms and conditions would constitute an unreasonable hardship for either party.